

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 1st day of March, 1974, between
 DEAN W. BAUGHNESS and RUTH E. BAUGHNESS, husband and wife, and HABEL M. COLE, a widow, hereinafter called the "seller" and
 ROGER J. KELLY and DIANE M. KELLY, hereinafter called the "purchaser,"
 husband and wife,

WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the seller the following described real estate with the appurtenances, situate in Skamania County, Washington:

That portion of the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) and of the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 29, Township 3 North, Range 8 E. W. M., described as follows:

Beginning at a point on the east line of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the said Section 29 south 60 rods from the northeast corner thereof; thence west 40 rods; thence north parallel to the west line of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the said Section 29 to the southerly boundary of Secondary Highway No. 3-C; thence northerly along said boundary to its intersection with the east line of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the said Section 29; thence south along the east line of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the said Section 29 to a point of beginning.

SUBJECT TO assessments and rights of way of record.

On the following terms and conditions: The purchase price is TWO HUNDRED THOUSAND and 00/100 (\$ 22,000.00) dollars, of which THREE THOUSAND and 00/100 (\$ 3,000.00) dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows:

The purchaser agrees to pay the balance of the purchase price in the sum of \$19,000.00 in monthly installments of One Hundred Twenty-seven and 43/100ths (\$127.73) dollars, first payment commencing on the 1st day of April, 1974, and on the 1st day of each and every month thereafter until the full amount of the purchase price together with interest shall have been paid. The said monthly installments shall include interest at the rate of 7% per annum computed upon the monthly balance of the unpaid purchase price, and shall be applied first to interest and then to principal. Sellers agree to release by deed any portion of said premises to purchaser on a payment, in addition to required monthly installments, of the sum of \$1,000.00 per acre, or 50% of the sales price upon a bona fide resale by the purchaser, if any, whichever is greater; provided, that reasonable access to the remaining property shall be preserved for sellers. Any such additional payments made by purchaser for deed releases shall be applied against the unpaid purchase price. Sellers further agree to join in any plat and/or dedication approved by the Skamania County Planning Commission as required by applicable Skamania County Ordinances, with all expenses paid by purchaser. Standing timber may be removed by purchaser provided that 60% of the net proceeds from the sale of any timber removed be applied to reduce the balance of the unpaid purchase price. The purchase price may be paid in full at any time by purchaser without penalty. This contract shall not be assigned without the express written consent of the sellers, and any purported assignment hereof without such consent shall be null and void.

The purchaser may enter into possession March 1, 1974.

The property has been carefully inspected by the purchaser, and no agreements or representations pertaining hereto, or to this transaction, have been made, save such as are stated herein.

The purchaser agrees to pay before delinquency all taxes and assessments assessed by him, if any, and any which may, at between grantor and grantee, hereafter become a lien on the premises; not to permit waste; and not to use the premises for any illegal purpose. If the purchaser shall fail to pay before delinquency any such taxes or assessments, the seller may pay them, and the amounts so paid shall be deemed part of the purchase price and be payable forthwith with interest at the rate of ten per cent per annum until paid, without prejudice to any other right of the seller by reason of such failure.

The purchaser assumes all risk of the taking of any part of the property for a public use, and agrees that any such taking shall not constitute a failure of consideration, but all moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price, less any sums which the seller may be required to expend in procuring such moneys.

If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation, which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

The seller agrees, upon full compliance by the purchaser with his agreements herein, to execute and

deliver to the purchaser a Warranty deed to the property, which deed shall be free of all encumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

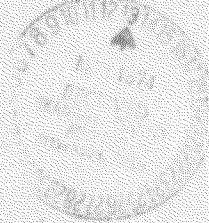
The seller agrees to furnish a Transamerica Title Insurance Company standard form purchase title policy which the purchaser shall have paid. The down payment in full insuring the title to said property with liability the same as the above purchase price, free from encumbrances except any which are assumed by the purchaser or as to which the conveyance hereunder is not to be subject.

Time is of the essence, and in the event the purchaser shall fail to comply with or perform any condition or agreement herein, promptly at the time and in the manner herein required, the seller may elect to declare all of the purchaser's rights hereunder terminated. Upon the termination of the purchaser's rights, all payments made hereunder, and all improvements placed upon the premises shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the property, and if the seller after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and reasonable attorney's fee.

Service upon purchaser of all demands, notices or other papers with respect to foreclosure and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

In Witness Whereof the parties have signed and sealed this contract the day and year first above written.

Wm R Bauguess (Seal)
Ruth R Bauguess (Seal)
Mabel M Gile (Seal)
Gene J Gile (Seal)
James M Gile (Seal)



No. 2388
 TRANSACTION EXCISE TAX
 MAR 13 1974
 Amount Paid \$2.00
 District of Columbia
 by Wm R Bauguess

STATE OF WASHINGTON

County of Skamania

On this day personally appeared before me Wm R Bauguess and Ruth R Bauguess, husband and wife, and Mabel M Gile, a witness to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that Gile signed the same as she free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

day of March, 1974.

Wm R Bauguess
 Notary Public in and for the State of Washington,
 residing at Stoverzen therein.

Transamerica Title Insurance Co

T A Member of
 Transamerica Corporation

Filed for Record at Request of

Name _____

Address _____

City and State _____

REGISTERED	☒
INDEXED	☒
RECORDED	☒
COMPARED	☒
MAILED	☒

STATE OF WASHINGTON
 CLERK OF SUPERIOR COURT
 THIS CASE BEING FILED FOR RECORD
 THEREBY CERTIFY THAT THE WITHIN
 INSTRUMENT OR AGREEMENT MADE BY
Wm R Bauguess
Ruth R Bauguess
Mabel M Gile
Gene J Gile
James M Gile
 WAS INCORPORATED IN BOOK 46
 OF 112 AT 112 AND
 RECORDS OF SAID COUNTY WILL
 BE MAILED
 BY P. H. H. H.